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AGREEMENT  
BETWEEN  
THE BOROUGH OF ESSEX FELLS  
NEW JERSEY  
AND  
THE PUBLIC WORKS ASSOCIATION  
OF THE  
BOROUGH OF ESSEX FELLS

January 1, 1993 Through December 31, 1993

**AGREEMENT BETWEEN THE BOROUGH OF ESSEX FELLS**  
**AND THE**  
**PUBLIC WORKS ASSOCIATION OF THE BOROUGH OF ESSEX FELLS**

**I. RECOGNITION**

The Employer hereby recognizes the Public Works Association of the Borough of Essex Fells, hereinafter referred to as the Association, as the representative for all blue collar employees within the Public Buildings & Grounds Department, Road Department and Water Utility permanently employed by the Borough of Essex Fells in the following job classifications: Mechanic and Maintenance Worker, Senior Utility Worker, Senior Water Operator, Utility Worker, Water Operator and Recycling Worker.

## II. MANAGEMENT RIGHTS

It is understood and agreed that the Borough possesses the sole and exclusive right to conduct the Borough's business, to manage and direct the affairs of the Public Buildings & Grounds Department, Road Department and Water Utility, to fulfill its lawful obligations and that all management rights repose in it except as modified or limited by the terms of this Agreement.

It is further agreed and understood that all rights of management are retained by the Borough unless otherwise specifically restricted by this Agreement and/or provisions of P.L. 1968 Chapter 303 as amended. This right shall include, but shall not be limited to, the right to:

1. Direct the employees.
2. Hire, promote, transfer and assign.
3. Suspend, demote, discharge or take other disciplinary action for good and just cause.

III. NO STRIKE PLEDGE

During the term of this Agreement, there will be no strike, work stoppage, slowdown or refusal to cross a picket line.

Any employee who violates the foregoing provisions may be discharged or disciplined by the Borough and such action by the Borough shall not be subject to arbitration.

#### IV. GRIEVANCE PROCEDURE

##### Section 1 - Definition

A grievance is any alleged violation of this Agreement or any dispute with respect to this Agreement's meaning or application.

##### Section 2 - Purpose

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation or application of this Agreement, the following procedures shall be followed:

Step 1: An employee with a grievance shall first discuss it with his immediate supervisor directly for the purpose of resolving the matter informally.

Step 2: If the aggrieved party is not satisfied with the disposition of his grievance at Step 1 or if no decision has been rendered within five (5) working days after presentation of the grievance at Step 1, he may file a written grievance with the Public Works or Water Superintendent. A meeting on the written grievance shall be held within five (5) working days of the filing of the written grievance between the Public Works or Water Superintendent, the aggrieved party and the Association's designated representative if the grievant so desires. A decision thereon shall be rendered in writing by the Public Works or Water Superintendent within five (5) working days after holding of such meeting.

Step 3: If the aggrieved party is not satisfied with the disposition of his grievance at Step 2 or if no written decision has been rendered within five (5) working days after the presentation of that grievance at Step 2, the matter may be referred by the Association and the aggrieved party to the Borough Administrator but only if the

**IV. GRIEVANCE PROCEDURE (cont'd)**

Association joins in a written referral to the Borough Administrator. A meeting on the grievance shall be held between the grievant and the Borough Administrator at which a representative of the Association may be present. Said meeting shall not be public unless the parties so agree in writing. The Borough Administrator shall render a final written decision within seven (7) working days of the date of the meeting.

Step 4: If an employee remains aggrieved at the completion of the aforementioned procedures, the Association may, within ten (10) days of receipt of the written decision of the Borough Administrator, request mediation of his grievance. The Mediator shall be selected by the parties from a panel of proposed mediators pursuant to the normal procedures adopted by the American Arbitration Association. If the appeal to mediation is not taken by the Association within the aforementioned period, the denial by the Borough Administrator will be final and binding. Mediation costs to be shared equally, all other expenses arising out of the mediation shall be paid by the party incurring them.

**Section 3**

The time limits specified in the Grievance Procedure shall be construed as maximum. However, these may be extended upon mutual agreement between the parties.

**Section 4**

A grievance must be presented at Step 1 within five (5) working days from the date of occurrence of the facts which gave rise to the grievance. If it is not presented within the aforementioned time period, it shall not be thereafter considered a grievance under this Agreement.

V. DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the Association because of membership or activity in the Association. The Association or any of its agents shall not intimidate nor coerce employees into membership. Neither the Employer nor the Association shall discriminate against any employee because of race, creed, color, age, sex or national origin.

It is hereby recognized and agreed that an employee shall have the right to withdraw from membership in the Association. In the exercise of that right, neither party, nor any of its agents, shall discriminate, coerce or otherwise interfere with the employee.

## VI. SALARIES

The Borough reserves the right to start an employee at any level of any salary range designated for each title.

Each employee covered by this Agreement, whose job title has a salary range, shall be entitled to salary increments on the anniversary dates of employment in that title. When progressing through the annual steps of the salary range, employees shall be entitled to at least the salary in each new range which is equivalent to the location in the range when hired. For example, an employee who is hired at a salary half way between the minimum salary range established for the position shall remain at this "halfway point" for each new range in the salary scale. The Borough reserves the right, however, to grant a salary within the range but higher than this minimum guarantee for special merit, exemplary service or any other reason deemed to be appropriate.

	<u>January 1, 1993</u>	<u>July 1, 1993</u>
Mechanic & Maintenance Worker	\$28,609.00-\$32,954.00	\$28,609.00-\$33,613.00
Senior Utility Worker	\$27,587.00-\$31,776.00	\$27,587.00-\$32,412.00
Senior Water Operator		
Class B	\$27,587.00-\$32,084.00	\$27,587.00-\$32,084.00
Class A	\$32,085.00-\$33,158.00	\$32,085.00-\$33,821.00
Utility Worker		
Minimum	\$19,183.00-\$22,096.00	\$19,183.00-\$22,538.00
1st Increment	\$22,097.00-\$23,650.00	\$22,539.00-\$24,123.00
2nd Increment	\$23,651.00-\$25,070.00	\$24,124.00-\$25,571.00
3rd Increment	\$25,071.00-\$26,486.00	\$25,572.00-\$27,016.00
Maximum	\$26,487.00-\$28,606.00	\$27,017.00-\$29,178.00
Water Operator		
Minimum	\$19,673.00-\$22,660.00	\$19,673.00-\$23,113.00
1st Increment	\$22,661.00-\$24,073.00	\$23,114.00-\$24,554.00
2nd Increment	\$24,074.00-\$25,495.00	\$24,555.00-\$26,005.00
3rd Increment	\$25,496.00-\$26,911.00	\$26,006.00-\$27,449.00
Maximum	\$26,912.00-\$28,606.00	\$27,450.00-\$29,178.00
Recycling Worker	\$16,000.00-\$16,771.00	\$16,000.00-\$17,106.00

All salaries shall be paid semi-monthly to each employee covered by this Agreement.

Nothing in this Agreement shall be construed to require the Borough to pay an increment to any employee covered by this Agreement. The Borough may withhold payment of an increment and any other wage adjustment when, in its sole discretion, the employment performance of the employee has not been satisfactory.

VII. HOURS AND OVERTIME

A. All employees covered in this Agreement shall work eight (8) hours each day Monday through Friday unless otherwise specified in this Agreement. Water operating personnel will work Monday through Sunday, alternating days off so that the Utility is covered seven (7) days a week. Working hours shall be from 7:30 a.m. - 4:00 p.m. each working day. The Borough shall allow without pay a one-half hour lunch period. The Borough shall also allow two fifteen-minute coffee break periods during working hours.

B. The Borough shall pay time and one-half to employees who work in excess of forty (40) hours per week. Any employee called in to work overtime shall receive a minimum of two (2) hours at his overtime rate.

C. Water Operators who are required to work on a holiday will be paid, in addition to their regular pay, additional pay of one hour for each hour worked on said holiday. In order to be entitled to this additional pay the water operator must work five full days in the week of this holiday.

## VIII. LONGEVITY

A. Each employee covered by this agreement shall receive in addition to his base salary a longevity payment as follows:

Period of Continuous,  
Uninterrupted Service

Less than 5 years	None
5 through 10 years	2% of base pay
11 through 15 years	4% of base pay
16 through 20 years	6% of base pay
21 through 24 years	8% of base pay
More than 24 years	10% of base pay

B. The longevity payment due shall be calculated from the employee's applicable anniversary date of employment.

C. The provisions of this article do not apply to employees hired after December 31, 1992. That is, new hires ARE NOT ENTITLED to a longevity payment.

## IX. HOLIDAYS

A. The following shall be paid holidays:

- |                          |                            |
|--------------------------|----------------------------|
| 1. New Year's Day        | 7. Columbus Day            |
| 2. Washington's Birthday | 8. Veterans Day            |
| 3. Good Friday           | 9. Election Day            |
| 4. Memorial Day          | 10. Thanksgiving           |
| 5. Independence Day      | 11. Day after Thanksgiving |
| 6. Labor Day             | 12. Christmas Day          |
|                          | 13. Floating Day           |

B. Each employee will be given the opportunity of selecting two personal holidays which may be taken at his option in lieu of Election Day and Veterans Day, subject to scheduling approval by the Public Works or Water Superintendent.

C. Should any of the above holidays fall on a Saturday or Sunday, the preceding Friday or following Monday respectively shall be considered the holiday and paid accordingly.

## X. VACATIONS

1. A vacation period shall be provided for every full-time employee of the Public Buildings and Grounds Department, Road Department and Water Utility covered by this Agreement with full pay. The annual vacation credits shall be fixed and determined as of the employee's anniversary date.

<u>2. Period of Continuous Uninterrupted Service</u>	<u>Vacation Leave</u>
0 to 1 year	1 working day for each month of service to a maximum of 10 working days
1 through 5 years	13 working days
After 6 years	15 working days
After 7 years	17 working days
After 8 years	18 working days
After 9 years	19 working days
After 10 years	19 working days
After 11 years	19 working days
After 12 years	19 working days
After 13 years	20 working days
After 14 years	20 working days
After 15 years	23 working days
After 20 years	25 working days

3. The scheduling of vacation days shall be at the discretion and direction of the Public Works and Water Utility Superintendents.

X. VACATIONS (cont'd)

4. In the event that a holiday named in this Agreement falls during an employee's vacation period, such employee shall receive an additional day's vacation.

## XI. LEAVES OF ABSENCE

### Section 1. Bereavement Leave

- a. In the event of a death in an employee's immediate family, he shall be given time off from the day of death until the next scheduled work day after the funeral, not to exceed three working days.
- b. Immediate family is defined as spouse, father, mother, father-in-law, mother-in-law, sister, brother, child, grandparent, grandchild or any relative living in the household of the employees.
- c. Verification of the event may be requested by the Borough.

### Section 2. Sick Leave

- a. The Mayor and Borough Council, continuing the present practice as relates to Borough employees, shall decide in individual cases whether an employee shall receive full pay during the employee's absence cause by illness or injury resulting in the employee's inability to perform his work.
- b. If an employee is absent by reason of illness or injury, the Public Works or Water Superintendent shall be notified at least two (2) hours before the employee's starting time.
- c. After an employee's absence of three days, a doctor's certificate certifying to the fact that the employee is unable to work will be submitted to the Public Works or Water Superintendent. In the event that the subject certificate is not received, it shall be cause for denial of further sick leave pay.
- d. Abuse of sick leave shall be cause for disciplinary action.

XI. LEAVES OF ABSENCE (cont'd)

e. Absence without notice of five (5) consecutive days shall constitute a resignation.

XII. HEALTH AND INSURANCE BENEFITS

A. The Borough shall provide enrollment in the State Health Benefits Program for all permanent employees covered by this Agreement who have been on the payroll for two months at the beginning of the third month of employment. The Borough shall not be precluded from changing an insurance carrier so long as substantially similar benefits are provided.

B. The Borough shall pay the full cost of the Health Benefits Program for the employee and his family unless covered by another plan.

C. The Borough shall provide a fully funded dental insurance program for all permanent employees with six-month's service covered by this agreement and their dependents (as defined by the company). The Borough shall not be precluded from changing an insurance carrier so long as substantially similar benefits are provided.

#### XIII. UNIFORMS AND EQUIPMENT

A. The Borough shall provide each employee covered by this Agreement with uniforms, protective clothing and equipment designated by the Public Works and Water Superintendents as necessary in the performance of the employee's duties.

B. The parties agree that Section A above shall include five (5) tee shirts annually which may be worn during the summer months in lieu of safety vests for comfort. These shall be distributed by June 1 of each year to all affected employees.

C. All employees covered by this Agreement will receive a \$100.00 annual allowance for the purchase of safety shoes. Safety shoes of a type determined by the Public Works and Water Superintendents must be worn while on duty.

XIV. SEPARABILITY AND SAVINGS

A. The Borough and the Association recognize the applicability of Presidential Executive Orders dealing with economic controls on wages, prices, salaries and so forth. Therefore, salary or wage increases or other economic changes will be put into effect only to the extent that is legally possible. In the event that any or all of the salary increases or adjustments or other economic changes cannot be legally made effective, such increases or adjustments or changes shall be omitted or proportionately adjusted according to law.

B. In the event that any provision of this Agreement shall, at any time, be declared invalid by legislative Act or any Court of competent jurisdiction, or through Government regulation or decree such decision shall not invalidate the entire Agreement, it being the express intent of the parties that all provisions not declared invalid shall remain in full force and effect.

XV. DURATION

This agreement shall become effective January 1, 1993, through December 31, 1993.

IN WITNESS WHEREOF, the parties hereto have hereunder affixed their signatures on the 31<sup>st</sup> day of MARCH, 1993.

PUBLIC WORKS ASSOCIATION OF THE  
BOROUGH OF ESSEX FELLS

By St. Banchi  
Steven Banchi, Representative

By William Monroe  
William Monroe, Representative

Witness:

Donald McWilliams

BOROUGH OF ESSEX FELLS

By Donald M. McWilliams  
Donald M. McWilliams, Mayor

Witness:

Robert DiTommaso

Robert DiTommaso  
Borough Clerk